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authority, and containing similar recitals. The court found in the principal case that "express authority was given: (1) to issue the bonds with 'such other provisions as the council may think proper to insert:' (2) to sell 'at not less than par value' * * * * *; and (3) the city is required to pay principal and interest 'as they shall fall due, and reimburse itself through the special assessments.'" With these powers given, it seemed clear to the court that authority was given to make the bonds a "general obligation," and that the city was, therefore, estopped, special stress being put upon the words, "such other provisions as the council may think proper to insert."

MUNICIPAL CORPORATIONS—LIABILITY FOR INJURY TO PEDESTRIAN.—One end of a billboard leaned against a building and the other rested upon the sidewalk in defendant city. The walk was flush with the building, but the latter was situated three feet from the street line. The plaintiff while passing along the walk was injured by the billboard which the wind blew against him. In this action against the city, *held*, he cannot recover. *Temby v. City of Ishpeming* (1906), — Mich. —, 108 N. W. Rep. 1114.

This case was appealed to the Supreme Court in 1905 on the ground that the court ought to have directed a verdict for the defendant. A new trial was ordered and the plaintiff again recovered, and it was appealed a second time on the same ground. The original case is reported in 103 N. W. Rep. 588, 69 L. R. A. 618, 140 Mich. 146. The plaintiff based his case upon two propositions: (1) That all the walk was part of the highway, (2) That the billboard was a nuisance which the city was under an obligation to abate. In deciding the first proposition the court took the view that, although the part between the walk and building was paved, still it was not part of the highway and the city never so treated it. *Village v. Gallagher*, 52 O. S. 185; *Clark v. Muskegon*, 88 Mich. 309. The plaintiff has evidently misconceived his case. Had the action been brought against the owner of the property perhaps it might have been maintained. In that case the first proposition would have been well taken, if at the time of the injury the plaintiff were upon the defendant's property, technically, he might have been a trespasser. But this would have been excused on his part, since the walk extended to the building. Thus the plaintiff could presume that it was open for travel. *Beck v. Carter*, 6 Hun (N. Y.) 604; *Croghan v. Shiele*, 53 Conn. 186; *Rachmel v. Clark*, 205 Pa. 314. On the second point the court said "the city has neither possession nor authority to invade private premises to summarily remove such things belonging to the proprietor which may be thought dangerous." Judicial proceedings must be taken to abate nuisances existing on private premises. The decision in this case is based on sound reason and is in accord with the weight of authority. *City of Anderson et al. v. East*, 117 Ind. 128; *Kiley v. City of Kansas*, 87 Mo. 103.

NEGLIGENCE—FIRE FROM IMPROPER TELEPHONE GUY WIRE.—A telephone company attached a guy wire from one of its poles, to plaintiff's barn, which wire had no lightning arrester nor circuit breaker. During a storm, some of the poles were struck by lightning and the barn was destroyed by fire.

In an action to recover damages for the loss of the barn it was *held*, (1) that the jury were warranted in finding that the spark which ignited the barn, came along the guy wire, and (2) that the defendant was guilty of negligence in not providing a lightning arrester or circuit-breaker. *Wells v. Northeastern Telephone Co.* (1906), — Me. —, 64 Atl. Rep. 648.

The expert testimony offered was very conflicting as to whether, judging from the distance between the poles which were struck by lightning and the barn, the current was carried to the barn or whether the barn itself was struck by another bolt at the same time. Human knowledge of electricity being so limited and the power of lightning being so great, the weight which should be given to the opinions of experts is more limited than in the more exact sciences. A jury in such cases will have to choose that view which, taking into account all the circumstances, seems most reasonable. *Jackson v. Wisconsin Telephone Co.*, 88 Wis. 243, 60 N. W. 430. A telephone company can not be held to guaranty the safety of its system but only to use that care which present scientific knowledge would point out as proper. Electricity being a dangerous agent, and electric wires being peculiarly liable to receive and conduct currents of atmospheric electricity, it is the duty of companies to employ devices and appliances to minimize the danger as much as possible. The greater the danger in the use of an agent the greater the care which will be required. *Southern Bell Telephone & Telegraph Co. v. McTyer* (1902), 137 Ala. 601. This question seems to have seldom arisen, but the decision seems to be in accord with the weight of authority, in cases of injuries arising from the escape of electric currents and the use of electric appliances. KEASBY, "ELECTRIC WIRES," p. 269; CROSWELL, "THE LAW RELATING TO ELECTRICITY," p. 204; *Quill v. Empire State Teleph. & Teleg. Co.*, 92 Hun 539; *Denver Consolidated Electric Co. v. Simpson*, 21 Col. 37; *Black v. Milwaukee Street Ry. Co.*, 89 Wis. 371.

PLEADING—INFORMATION—FORMAL CONCLUSION.—A man was convicted and sentenced to the penitentiary for twenty-five years for killing his wife in a conflict occasioned by the passion of each for the possession of their adopted child. The information for this offense is attacked because it does not conclude according to the formula deemed indispensable in indictments at Common Law which is, "*And so the prosecuting attorney upon his oath doth say, etc.*" *Held*, that under the statute of this state which prescribes what an information shall contain and divests it of all technicalities of form, the omission of the words "upon his oath" from a properly verified information will not vitiate it. *State v. Hinchman* (1906), — Kan. —, 87 Pac. Rep. 186.

The decision in this case is based on the theory that the information having been made by the prosecuting attorney in his official character, it would add nothing to the security of the defendant for that officer to state that he charged the defendant with the offense upon his oath as such officer. All that he alleges, and all that he charges, must be conclusively presumed to be upon that oath, which was one of the prerequisites to his qualifications for the office itself. There is no difference in opinion as to the necessity of concluding an indictment for murder with the words "and so the grand jurors, upon their oath aforesaid, etc., against the peace and dignity of the